

STANDARD CONDITIONS
FOR THE PURCHASE OF GOODS

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1. Application

The Buyer hereby orders and agrees that it will supply the Goods in accordance with the Conditions which shall govern the Contract. Any reference overleaf to the Contract shall be solely for the purpose of identifying the Goods to be supplied and no terms and conditions other than those set out in the Contract shall apply.

By accepting the purchase order, agrees to be bound by these conditions in and subject to these conditions and any other terms and conditions. Any reference overleaf to the Contract, specification, price list or like document shall be solely for the purpose of identifying the Goods to be supplied and no terms and conditions other than those set out in the Contract shall apply.

2. Interpretation

2.1 In these Conditions

"Business Day" means

Saturday, Sunday or bank holiday;

"the Buyer" means the company registered in the Court of the Republic of Ireland whose registered office is at

>> a company registered in << >> whose registered office is at << Company Number >> whose registered office is at << Company Address >>;

"these Conditions" means the conditions of purchase set out in this Order (including any amendments to the Order) and conditions agreed in writing between the Buyer and the Seller;

the conditions of purchase set out in this Order (including any amendments to the Order) and conditions agreed in writing between the Buyer and the Seller;

"the Contract" means the contract of sale and purchase of the Goods consisting of the Order and the Seller's acceptance of the Order in accordance with these Conditions;

the contract of sale and purchase of the Goods consisting of the Order and the Seller's acceptance of the Order in accordance with these Conditions;

"the Delivery Address" means the address specified in the Order for delivery of the Goods;

the address specified in the Order for delivery of the Goods;

"the Goods" means the goods or any part of the goods specified in the Order;

any instalment of the goods or any part of the goods specified in the Order;

"the Order" means the order to which these Conditions apply and any amendments to the Order;

the order to which these Conditions apply and any amendments to the Order;

"the Price" means the price specified in the Order;

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"the Seller" means the company specified in the Order;

specified in the Order;

"Specification" includes any technical data or other information relating to the Goods;

any technical data or other information relating to the Goods;

"Writing" includes any communication in writing, electronic mail and any other form of communication.

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2.2 Any reference in these Conditions to a statute shall be construed as a reference to the statute as amended, re-enacted or extended.

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2.3 The headings in the Contract are for convenience only and shall not affect their interpretation.

3. Basis of Purchase

3.1 The Order constitutes the Buyer's agreement to purchase the Goods subject to these Conditions.

3.2 The Supplier shall not be bound by the Buyer and a binding contract for the supply of the Goods, whether written or oral, shall exist by whichever is the earliest of the following:

3.2.1 the Supplier's acceptance of the Order, in writing or orally, subject to these conditions;

3.2.2 Delivery of the Goods to the Buyer.

3.3 Any typographical or clerical error or omission in the Order placed by the Buyer shall be corrected by the Seller, and the Goods shall be subject to correction without any liability on the part of the Seller.

3.4 No variation to the terms of the Order shall be binding on the Seller unless agreed in writing between the Buyer and the Seller.

4. Specification

4.1 The quantity, quality and description of the Goods shall, subject as provided in these Conditions, be as set out in the Order and/or in any applicable Specification supplied by the Seller or agreed in writing by the Buyer.

4.2 Any Specification supplied by the Seller for the Goods shall be the Seller's, or specifically produced for the Buyer, and shall be treated as the Seller's intellectual property rights in the Specification shall not be assigned to the Buyer. The Seller shall not be liable for any error or omission in the Specification except to the extent that it is or becomes known to the Seller, though no fault of the Seller, or as required for the purpose of the Contract.

4.3 The Goods shall be delivered to the Buyer in accordance with the Buyer's instructions and any applicable regulations, and properly packed and secured so as to remain in an undamaged condition in the ordinary course.

4.4 The Seller shall not be required to take any steps necessary to inspect or test the Goods during manufacture, production or processing on the premises of the Seller or any third party prior to despatch to the Buyer with any facilities reasonably available to the Seller.

4.5 If as a result of inspection the Buyer is not satisfied that the goods will comply in all respects with the Specification, and the Buyer so informs the Seller within seven days of receipt, the Seller shall take such steps as are necessary to rectify the defect.

4.6 The Seller shall comply with any applicable regulations or other legal requirements.

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delivery.

- 7.7 The Seller shall supply the Goods in accordance with any instructions or other information to enable the Buyer to receive the Goods.
- 7.8 The Buyer shall not be responsible for providing any packaging or packing materials for the Goods unless otherwise agreed. The Goods are accepted by the Buyer.
- 7.9 The Seller acknowledges that it has a legitimate commercial interest in the Goods being delivered and that the Buyer should have an appropriate remedy in the event the Goods are not delivered on the agreed time. Accordingly, if the Goods are not delivered on the agreed time, to the prejudice to any other remedy, the Buyer shall be entitled to claim from the Seller the Price or (if the Buyer has agreed to pay any part of the Price) the amount of the Price or (if the Buyer has agreed to pay any part of the Price) the amount of the Price less the amount of the Price paid by the Buyer (or if the Buyer has agreed to pay any part of the Price) the amount of the Price less the amount of the Price paid by the Buyer) to claim from the Seller by way of liquidated damages of <> per cent of the Price for every day of delay, up to a maximum of <> per cent of the price, without prejudice to claim a further delay in delivery once that maximum amount of <> per cent has been reached.
- 7.10 The Buyer shall not be responsible for accepting the Goods until it has had <> days to inspect the Goods or collection as the case may be. The Buyer shall be deemed to have accepted the Goods as though they had not been accepted if the Buyer has not inspected the Goods and any latent defect in the Goods has become apparent.

8. Quality

- 8.1 Where the Seller is responsible for the transport of the Goods, the Seller shall endeavour to transport the Goods in accordance with any instructions given to the Seller. The Seller shall be responsible for the transport of the Goods, the Seller shall benefit of any warranty or guarantee given to the Seller.
- 8.2 The Seller warrants that the Goods will conform to the provisions of these conditions upon delivery [, and the Goods shall:]
 - 8.2.1 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979);
 - 8.2.2 be reasonably fit for the purpose (within the meaning of the Sale of Goods Act 1979);
 - 8.2.3 be reasonably fit for the purpose for which the Goods are being bought (within the meaning of the Sale of Goods Act 1979) being known that purpose to the Seller in writing and that the Seller has stated in writing that it is reasonable for the Buyer to rely on that statement of the Seller.
- 8.3 The Seller shall not be liable for breach of any of the warranties in condition 8.2 unless:
 - 8.3.1 the Buyer gives notice of the defect to the Seller, and, if the defect is ascertained by the Seller, within <> days of the time of delivery; and
 - 8.3.2 the Seller is given a reasonable opportunity after receiving the notice of defect to examine the Goods (if asked to do so by the Seller) and the Seller does not return such notice of business at the Seller's cost.
- 8.4 The Company shall not be liable for breach of each of any of the warranties in condition 8.2 if:

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8.4.1 the Buyer must give notice of such Goods after giving such notice; or

8.4.2 the defect arises from the Seller's failure to follow the Seller's oral or written instructions (including instructions for installation, commissioning, use or maintenance) (where applicable) (where there are none) good trade practice.

8.5 Subject to conditions 8.4.1 and 8.4.2, if any of the Goods do not conform with the Seller's obligations under this Contract, the Seller shall at its option repair or replace such Goods or refund the price of such Goods. If the Seller so requests, the Buyer shall, at the Seller's expense, return such Goods or the part of such Goods which is defective to the Seller.

9. Risk and Property

9.1 Risk of damage to the Goods shall pass to the Buyer upon delivery to the Buyer in accordance with the Contract.

9.2 The property in the Goods shall pass to the Buyer upon delivery, unless payment for the Goods has been made prior to delivery, when it shall pass to the Buyer when it has been made and the Goods have been appropriated to the Buyer.

10. Assignment

10.1 The Buyer may assign any part of it to any person, firm or company.

10.2 The Seller shall not assign the Contract or any part of it without the prior written consent of the Buyer.

10.3 [The Buyer is a member of the << Holding Company Group. Any of its obligations under this Contract may be performed by any other member of the << Holding Company Group or any other member of the << Holding Company Group.]

11. Warranty

11.1 The Seller warrants that the Goods:-

11.1.1 will, both at the time of delivery and for a reasonable period of time thereafter, be free from defects in design, quality, material and workmanship, and conform to the Specification and the Buyer to the Seller;

11.1.2 will be free from defects in material and workmanship;

11.1.3 will correspond to the Specification or sample; and

11.1.4 will comply with all applicable laws, regulations, orders, decrees, ordinances and regulations relating to the sale of the Goods.

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12. **Indemnity**

- 12.1 The Seller shall indemnify the Buyer against all liability, loss, damages, costs and expenses (including reasonable legal fees) awarded against or incurred or paid by the Buyer arising out of or in connection with:-
 - 12.1.1 breach of any contract entered into by the Seller in relation to the Goods;
 - 12.1.2 any claim that the Seller or its subcontractors or that their importation, use or resale, infringement of any patent, copyright, trade mark or other intellectual property right or other legal right, or any such claim, except to the extent that the claim is caused by a defect in the Goods or its specification supplied by the Buyer;
 - 12.1.3 any act or omission of the Seller or its employees, agents or subcontractors in connection with the installation of the Goods;
 - 12.1.4 all claims by third parties against the Buyer (and their sub-buyers) arising out of or in connection with the Goods sold by the Seller of this contract for sale.

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13. **Remedies**

- 13.1 Without prejudice to any other remedy which the Buyer may have, if any Goods are not delivered in accordance with, or the Seller fails to comply with, any of the terms of the Contract, the Buyer shall be entitled to avail itself of any one or more of the following remedies at its discretion, whether or not the Seller is in breach of the Contract by the Buyer:
 - 13.1.1 to rescind the Contract and return the Goods (with any accessories and parts) and return them to the Seller at the Seller's expense on the basis that a full refund for the Goods so returned shall be made to the Buyer by the Seller;
 - 13.1.2 to reject the Goods and return them to the Seller at the Seller's expense on the basis that a full refund for the Goods so returned shall be made to the Buyer by the Seller;
 - 13.1.3 at the Buyer's expense either to reject the Goods and return them to the Seller at the Seller's expense on the basis that a full refund for the Goods so returned shall be made to the Buyer by the Seller; or to accept the Goods and require the Seller to repair the defect in the Goods or to supply replacement Goods or to carry out any other necessary work to ensure that the Goods conform with the Contract; or to require the Seller to carry out any such work on any part of the Goods but without any obligation on the Seller to supply replacement parts;
 - 13.1.4 to refuse to accept the Goods and return them to the Seller at the Seller's expense on the basis that a full refund for the Goods so returned shall be made to the Buyer by the Seller;
 - 13.1.5 to carry out any such work on any part of the Goods but without any obligation on the Seller to supply replacement parts;
 - 13.1.6 to claim such damages as may be sustained in consequence of the Seller's breach of the Contract.

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14. **Termination**

- 14.1 The Buyer shall be entitled to terminate the Contract in respect of all or part only of the Goods by giving notice in writing to the Seller at any time prior to the Seller's delivery or performance of the Goods. The Buyer's sole liability shall be to pay to the Seller the amount of the net saving which the Seller has realized in respect of which the Buyer has exercised its right of termination, less the Buyer's reasonable estimate of the cost of completion of the Goods. The Seller shall be liable to the Buyer for the amount of the net saving so realized.
- 14.2 The Buyer shall be entitled to terminate the Contract without liability to the Seller by giving notice in writing to the Seller if:-
 - 14.2.1 the Seller is in breach of the Contract;
 - 14.2.2 the Seller is insolvent or has failed to make any payment to its creditors (within the meaning of section 122(1)(a) of the Insolvency Act 1986) or (being an individual or firm)

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becomes bankrupt or is subject to an administrative liquidation (other than for the purpose of a reorganization); or

company) becomes subject to an administrative liquidation (other than for the purpose of a reorganization); or

14.2.2 an encumbrance is placed on the property of the Seller;

or a receiver is appointed, of any kind; or

14.2.3 the Seller ceases to carry on business;

or ceases to carry on business; or

14.2.4 the Buyer receives notice that any of the events mentioned above is about to occur and notifies the Seller accordingly.

that any of the events mentioned above is about to occur and notifies the Seller accordingly.

15. Force Majeure

15.1 In the event that either party is prevented from fulfilling its obligations under this Agreement by an event beyond its control including but not limited to a strike, emergency, flood, earthquake, strike or lockout (subject to clause 15.2) which constitutes a breach of its obligations, the party shall give notice of this event to the other party and resume performance as soon as possible.

from fulfilling its obligations under this Agreement by an event beyond its control including but not limited to a strike, emergency, flood, earthquake, strike or lockout (subject to clause 15.2) which constitutes a breach of its obligations, the party shall give notice of this event to the other party and resume performance as soon as possible.

15.2 Sub-clause 15.1 shall not apply to strikes and lockouts where the party is not incapacitated.

Sub-clause 15.1 shall not apply to strikes and lockouts where the party is not incapacitated.

15.3 Each party shall be liable for its own damages for any breach of this Agreement and all costs incurred by that party in enforcing its rights under this Agreement.

Each party shall be liable for its own damages for any breach of this Agreement and all costs incurred by that party in enforcing its rights under this Agreement.

15.4 If and when the period of non-performance under this Agreement shall exceed << 6 >> months then this clause shall be null and void unless otherwise in writing.

If and when the period of non-performance under this Agreement shall exceed << 6 >> months then this clause shall be null and void unless the parties first agree otherwise in writing.

16. Communications

16.1 All communications under the Contract shall be in writing and delivered by hand or by electronic mail:

All communications under the Contract shall be in writing and delivered by hand or by electronic mail:

16.1.1 (in case of change of address) to the Seller (or changed address) to the Seller;

(in case of change of address) to the Seller (or changed address) to the Seller;

16.1.2 (in the case of change of address) to the Buyer (or changed address) to the Buyer.

(in the case of change of address) to the Buyer (or changed address) to the Buyer.

16.2 Communications shall be deemed to have been received:

Communications shall be deemed to have been received:

16.2.1 if sent by post (exclusive of electronic mail)

two Business Days after posting

16.2.2 if delivered by hand

at the time of delivery; or

16.2.3 if sent by fax (exclusive of electronic mail) at the time of transmission

at the time of transmission or, if not received, at the Business Day prior to 4.00 pm, at the time of the next Business Day.

16.3 Communications addressed to << Name of person >>

shall be marked for the attention of << Name of person >>

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16.4 Any notice required by these Conditions shall be given to the other party at its registered office or at such other address as may be specified in writing at the relevant time or by electronic means giving the notice.

by either party to the other under the same conditions as are expressed to that other party at its registered office or such other address as may be specified in writing pursuant to this provision to the party

17. **Waiver**

No waiver by the Buyer of any breach of any provision of these Conditions shall be considered as a waiver of any other breach of any other provision of these Conditions.

Contract by the Seller shall be considered as a waiver of any other provision of these Conditions.

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18. **Severance**

If any provisions of these Conditions are held to be invalid or unenforceable in whole or in part, the remaining provisions of these Conditions and the remainder of the Contract shall not be affected thereby.

any competent authority to be invalid or unenforceable in whole or in part, the remaining provisions of these Conditions and the remainder of the Contract shall not be affected thereby.

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19. **Third Party Rights**

A person who is not a party to these Conditions shall have no rights under this Contract pursuant to the Contracts (Rights of Third Parties) Act 1999.

have no rights under this Contract pursuant to the Contracts (Rights of Third Parties) Act 1999.

20. **Governing Law and Jurisdiction**

The Contract shall be governed by the law of England and Wales and the parties agree to submit to the exclusive jurisdiction of the English and Welsh courts.

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